

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Acknowledgement of Intellectual Property Collateral Lien

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fibernet Operations, Inc.		03/21/2007	CORPORATION: DELAWARE
Devnet L.L.C .		03/21/2007	LIMITED LIABILITY COMPANY: DELAWARE
Fibernet Telecom Group, Inc.		03/21/2007	CORPORATION: DELAWARE
Fibernet Telecom, Inc.		03/21/2007	CORPORATION: DELAWARE
Availius, LLC		03/21/2007	LIMITED LIABILITY COMPANY: NEW YORK
Local Fiber, LLC		03/21/2007	LIMITED LIABILITY COMPANY: NEW YORK
Fibernet Equal Access, L.L.C.		03/21/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78750871	PHONOMENUM
Serial Number:	78693888	FIBERNET
Serial Number:	78716561	AVAILIUS
Serial Number:	77044317	
Serial Number:	77037993	
Serial Number:	75880854	FIBERNET

CH \$165.00 78750871

CORRESPONDENCE DATA

Fax Number: (312)827-8185

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: trademarks@bellboyd.com, vswanson@bellboyd.com

Correspondent Name: Bell, Boyd & Lloyd LLP

Address Line 1: P.O. Box 1135

Address Line 4: Chicago, ILLINOIS 60690-1135

ATTORNEY DOCKET NUMBER:	115192-36
NAME OF SUBMITTER:	Doug Hatlestad
Signature:	/doug hatlestad/
Date:	03/23/2007

Total Attachments: 11

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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

This **ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN** (this "Acknowledgement"), dated as of March 21, 2007, is made by FIBERNET OPERATIONS, INC., a Delaware corporation ("FiberNet"), DEVNET L.L.C., a Delaware limited liability company ("Devnet"), FIBERNET TELECOM GROUP, INC., a Delaware corporation ("Holdings"), FIBERNET TELECOM, INC., a Delaware corporation ("FiberNet Telecom"), AVAILIUS, LLC, a New York limited liability company ("Availius"), LOCAL FIBER, LLC, a New York limited liability company ("Local Fiber"), and FIBERNET EQUAL ACCESS, L.L.C., a New York limited liability company ("FiberNet Equal Access") (FiberNet, Devnet, Holdings, FiberNet Telecom, Availius, Local Fiber, and FiberNet Equal Access are each sometimes referred to herein individually as a "Grantor" and collectively as the "Grantors"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as administrative, payment and collateral agent for the Lenders from time to time party to the Credit Agreement described below (in such capacities, "Secured Party").

RECITALS:

A. Grantors, Secured Party and the other Lenders party thereto have entered into (i) a certain Credit Agreement of even date herewith (such Credit Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Credit Agreement") and (ii) a certain Security Agreement of even date herewith (such Security Agreement, as the same now exists or hereafter may be amended, modified, supplemented, extended, renewed, restated or replaced from time to time, hereinafter is referred to as the "Security Agreement"), pursuant and subject to the terms and conditions of which the Lenders thereunder have agreed to make loans and other financial accommodations to Grantors.

B. Pursuant to the Security Agreement, Grantors granted to Secured Party, for itself and the benefit of the Lenders, certain liens on the Collateral to secure their respective Obligations under the Loan Documents.

C. One of the conditions precedent to the willingness of Secured Party and Lenders to execute and deliver the Loan Documents is that Grantors shall have executed and delivered this Acknowledgement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as an inducement to Secured Party and Lenders to enter into the Loan Documents, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **Defined Terms**. Capitalized terms used herein but not elsewhere defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement, or, to the extent the same are not defined therein, the meanings provided in Article 9 of the UCC in effect on the date hereof. Whenever the context so requires, each reference to gender includes the masculine and feminine, the singular number includes the plural and vice versa. This Acknowledgement shall mean such acknowledgment as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, from time to time. Unless otherwise specified, all accounting terms not defined in the Loan Documents shall have the meanings given to such terms in and shall be interpreted in accordance with GAAP. References in this Acknowledgement to any Person shall include such Person and its successors and permitted assigns.

2. **Grant of Security Interest in Intellectual Property Collateral.** Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby reaffirm its grant to Secured Party, for itself and the benefit of the Lenders, of a security interest in the Collateral, and further collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, for itself and the benefit of the Lenders, and grants to Secured Party, for itself and the benefit of the Lenders, a lien on and security interest in all of its right, title and interest in, to and under the following Collateral (herein referred to as "**Intellectual Property Collateral**"):

(a) all of its Trademarks to which it is a party, including those referred to on **Schedule I** hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing;

(ii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or (ii) injury to the goodwill associated with any such Trademark;

(b) all of its Copyrights to which it is a party, including those referred to on **Schedule II** hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Copyright; and

(c) all of its Patents, including those referred to on **Schedule III** hereto, together with:

(i) all renewals, reissues, continuations or extensions of the foregoing; and

(ii) all Proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any such Patent.

3. **Acknowledgement.** The security interests reaffirmed and granted herein are in conjunction with the security interests granted to Secured Party, for itself and the benefit of the Lenders, pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party and Lenders with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Secured Party, for itself and on behalf of the Lenders, hereby acknowledges and affirms its obligations under the Security Agreement are incorporated by reference herein as if fully set forth herein. To the extent that there is any conflict or inconsistency between this Acknowledgement and the Security Agreement, the terms and conditions of the Security Agreement shall govern.

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IN WITNESS WHEREOF, each Grantor has caused this Acknowledgment of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FIBERNET OPERATIONS, INC.

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

DEVNET L.L.C.

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

FIBERNET TELECOM GROUP, INC.

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

FIBERNET TELECOM, INC.

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

AVAILIUS, LLC

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

LOCAL FIBER, LLC

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

FIBERNET EQUAL ACCESS, L.L.C.

By: _____
Name: Jon A. DeLuca
Title: President Chief Executive Officer

Accepted and Agreed:

CAPITALSOURCE FINANCE LLC, as Secured Party

By:

Its:

Title:



John N. Toufanian

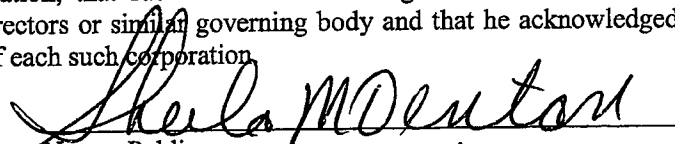
Authorized Signatory

ACKNOWLEDGEMENT OF GRANTOR

FIBERNET OPERATIONS, INC.

STATE OF New York)
)
COUNTY OF New York) ss:

On this 19 day of March, 2007 before me personally appeared Jon A. DeLuca, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FiberNet Operations, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.



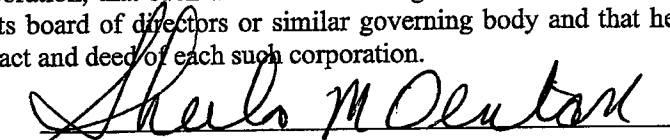
Notary Public
My Commission Expires: 9/30/2010

ACKNOWLEDGEMENT OF GRANTOR

DEVNET L.L.C.

STATE OF New York)
)
COUNTY OF New York) ss:

On this 19 day of March, 2007 before me personally appeared Jon A. DeLuca, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Devnet L.L.C., a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.



Notary Public
My Commission Expires: 9/30/2010

ACKNOWLEDGEMENT OF GRANTOR

FIBERNET TELECOM GROUP, INC.

STATE OF New York)
)
COUNTY OF New York) ss:

On this 19 day of March, 2007 before me personally appeared Jon A. DeLuca proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FiberNet Telecom Group, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Paul M Denton
Notary Public
My Commission Expires: 9/30/2010

ACKNOWLEDGEMENT OF GRANTOR

FIBERNET TELECOM, INC.

STATE OF New York)
)
COUNTY OF New York) ss:

On this 19 day of March, 2007 before me personally appeared Jon A. DeLuca proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FiberNet Telecom, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.

Paul M Denton
Notary Public
My Commission Expires: 9/30/2010

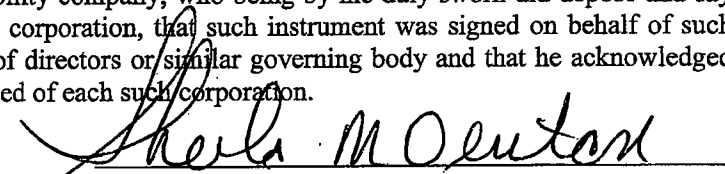
ACKNOWLEDGEMENT OF GRANTOR

AVAILIUS, LLC

STATE OF New York)
)
COUNTY OF New York)

ss:

On this 19 day of March, 2007 before me personally appeared Jon A. DeLuca, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Availius, LLC, a New York limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such corporation as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.


Notary Public
My Commission Expires: 9/30/2010

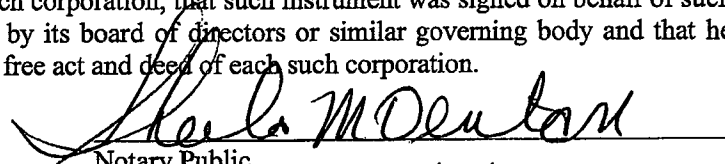
ACKNOWLEDGEMENT OF GRANTOR

LOCAL FIBER, LLC

STATE OF New York)
)
COUNTY OF New York)

ss:

On this 19 day of March, 2007 before me personally appeared Jon A. DeLuca, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Local Fiber, LLC, a New York limited liability company, who being by me duly sworn did depose and say that he is an authorized officer of such corporation, that such instrument was signed on behalf of such limited liability company as authorized by its board of directors or similar governing body and that he acknowledged such instrument to be the free act and deed of each such corporation.


Notary Public
My Commission Expires: 9/30/2010

SCHEDULE I
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
TRADEMARK REGISTRATIONS

A. REGISTERED TRADEMARKS

FEDERAL REGISTRATION - FIBERNET TELECOM GROUP, INC.				
MARK	COUNTRY/ STATE	SERIAL & REGISTRATION NUMBER	REGISTRATION DATE	STATUS
PHONOMENUM	United States	78750871 3198383	January 16, 2007	Registered
FIBERNET	United States	78693888	N/A	Registered

B. TRADEMARK APPLICATIONS

FEDERAL REGISTRATION - FIBERNET TELECOM GROUP, INC.				
MARK	COUNTRY/ STATE	REGISTRATION NUMBER	REGISTRATION DATE	STATUS
AVAILIUS	United States	78716561	N/A	Pending
FIBERNET	United States	77044317	N/A	Newly filed application.
FIBERNET	United States	77037993	N/A	Newly filed application.
FIBERNET	United States	75880854	N/A	INACTIVE

SCHEDULE II
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
COPYRIGHT REGISTRATIONS

A. REGISTERED COPYRIGHTS

None.

B. COPYRIGHT APPLICATIONS

None.

SCHEDULE III
to
ACKNOWLEDGEMENT OF INTELLECTUAL PROPERTY LIEN
PATENT REGISTRATIONS

A. REGISTERED PATENTS

None.

B. PATENT APPLICATIONS

None.